



## REQUEST FOR PROPOSAL

### CITY OF FREDERICKSBURG, VIRGINIA

November 23, 2011

#### CONSTRUCTION MANAGEMENT SERVICES / OWNER REPRESENTATIVE SERVICES COURTHOUSE AND COURTS FACILITIES

The City of Fredericksburg, Virginia – will accept proposals submitted to the City Manager’s Office until 4:00 p.m. local time, Wednesday, **December 14, 2011** for the following project: COURTHOUSE AND COURTS FACILITIES. Scope of Services required under this request includes Overall Program Management and Owner Representation services for 3.5 year multi phased Courts Expansion Program.

Proposals will be opened in private and successful offeror will be announced on or before December 30, 2011. Copies of the Request for Proposal document may be obtained from the City of Fredericksburg website [www.fredericksburgva.gov](http://www.fredericksburgva.gov)

Issuing Agency: City of Fredericksburg  
City Manager’s Office  
715 Princess Anne Street  
Fredericksburg, VA 22401

Period of Performance of services: January 2012 until April 2015.

Sealed proposals will be received until **Wednesday, December 14, 2011 at 4:00 p.m. local prevailing time** for furnishing these services. Proposals received after the announced time and date for receipt will be returned unopened. The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

RFQ#: CONSTRUCTION MANAGEMENT SERVICES  
RFQ FOR: CONSTRUCTION MANAGEMENT SERVICES – COURTS FACILITIES  
PROPOSAL DUE DATE: DECEMBER 14, 2011 AT 4 PM

**All Inquiries For Information Should Submitted in Writing and Be Directed To:**

Mark Whitley  
Assistant City Manager  
City of Fredericksburg  
Post Office Box 7447  
Fredericksburg, VA 22404-7447  
mwhitley@fredericksburgva.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ADDRESS SHOWN. E-MAILED PROPOSALS WILL ALSO BE ACCEPTED. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

City of Fredericksburg  
City Manager's Office  
715 Princess Anne Street, Room 203  
Fredericksburg, VA 22404-7447

**TO RECEIVE A COMPLETE BID PACKAGE,  
PLEASE VISIT OUR WEBPAGE AT  
[www.fredericksburgva.gov](http://www.fredericksburgva.gov)  
AND CLICK ON BIDS AND PROPOSALS.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to for a three and a half year (3.5 year) multiple phased Courts project for owner project management services and Construction Management (CM) services for the City of Fredericksburg (City). The contract will include project tasks such as those listed herein. The successful offeror will be required to provide complete consulting services for all of the various project tasks listed.
- II. **BACKGROUND:** The City of Fredericksburg has entered into a Comprehensive Agreement under the PPEA with First Choice Public Private Partners, LLC, for a Design/Build delivery of a Courts Facilities capital improvement. The Comprehensive Agreement is available for review at [www.fredericksburgva.gov](http://www.fredericksburgva.gov). The Courts Facilities are multiple phases and will span approx 3.5 years. The project will involve multiple phases and moves of City and Courts personnel. The City requires contracted CM personnel for the project in order to ensure the timely and effective completion of those projects. Contracted CM personnel are also needed to coordinate and be responsible for City and Courts personnel, furniture and equipment moves.

Project phases include design and construction of an interim (temporary) courts facility for the J&DR Courts, Design of the new Court building, Design of Renovations to the existing GDC and phased construction and implementation of management oversight/program management plan.

The following tables provide a synopsis of the detailed project schedule, broken out by two major project components: 1) the Interim J&DR Courts Facility and the New Courts Building, and 2) Renovation of the Existing General District Courts Building for Use by the J&DR Court. More detail is provided in the Comprehensive Agreement.

#### **Interim J&DR Court Facility and New Courts Building**

<b>Milestone</b>	<b>Start</b>	<b>Duration</b>	<b>Completion</b>
<b>Notice to Proceed</b>	11/22/2011		11/22/2011
<b>Schematic Changes for New Courts Building</b>	11/22/2011	90	2/20/2012
<b>Owner Review &amp; Comment on Schematic Design</b>	2/20/2012	14	3/5/2012
<b>Design Development for New Court Building</b>	3/5/2012	150	8/2/2012
<b>Owner Value Engineering Study (City Option)</b>	8/2/2012	7	8/9/2012
<b>Owner Review and Comment on Design Development</b>	8/9/2012	14	8/23/2012
<b>Construction Documents for New Courts Building to 65% Completion</b>	8/23/2012	100	12/1/2012
<b>Owner Review &amp; Comment on 65% Construction Documents</b>	12/1/2012	14	12/15/2012
<b>Provide Guaranteed Maximum Price</b>	12/1/2012	30	12/31/2012
<b>Construction Documents for New Courts Building to 95% Completion</b>	12/1/2012	40	1/10/2013
<b>Owner Review and Comment on 95%</b>	1/10/2013	14	1/24/2013

<b>Construction Documents</b>			
<b>Owner Approve Final Construction Documents</b>	1/24/2013	7	1/31/2013
<b>Notice to Proceed with Building Construction</b>	1/31/2013	1	2/1/2013
<b>Construction Documents for Interim J&amp;DR Court Facility</b>	11/25/2011	90	2/23/2012
<b>GMP and Review of Interim J&amp;DR Court Facility</b>	2/23/2012	22	3/16/2012
<b>Relocate First Floor Executive Plaza Occupants</b>	10/1/2011	167	3/16/2012
<b>Construction of Interim J&amp;DR Court Facility</b>	3/16/2012	180	9/12/2012
<b>Relocate J&amp;DR to Interim Facility</b>	9/12/2012	14	9/26/2012
<b>Relocate Drug Court to New Location</b>	9/12/2012	14	9/26/2012
<b>Substantial Completion of New Courts Building</b>	2/1/2013	440	4/17/2014
<b>Final Completion of New Courts Building</b>	4/17/2014	30	5/17/2014

### Renovation of Existing General District Court Building

<b>Milestone</b>	<b>Start</b>	<b>Duration</b>	<b>Completion</b>
<b>Schematic Design for Renovation of Existing General District Court</b>	12/1/2012	60	1/30/2013
<b>Owner Review and Comment on Schematic Design</b>	1/30/2013	14	2/13/2013
<b>Design Development and Renovation of Existing General District Court</b>	2/13/2013	60	4/14/2013
<b>Owner Value Engineering Study (City Option)</b>	4/14/2013	7	4/21/2013
<b>Owner Review and Comment on Design Development</b>	4/21/2013	14	5/5/2013
<b>Construction Documents for Renovation of Existing General District Court to 65% Completion</b>	5/5/2013	60	7/4/2013
<b>Owner Review and Comment on 65% Construction Documents</b>	7/4/2013	7	7/11/2013
<b>Provide Guaranteed Maximum Price</b>	7/4/2013	30	8/3/2013
<b>Construction Documents for Renovation of Existing General District Court to 95% Completion</b>	7/4/2013	30	8/3/2013
<b>Owner Review and Comment on 95% Construction Documents</b>	8/3/2013	7	8/10/2013
<b>Owner Approve Final Construction Documents</b>	8/10/2013	7	8/17/2013
<b>Notice to Proceed with Construction</b>	1/31/2014	1	2/1/2014
<b>Substantial Completion of Renovation of Existing General District Court Building</b>	5/17/2014	277	2/18/2015
<b>Final Completion of Existing General District Court Building</b>	2/18/2015	30	3/20/2015

III. STATEMENT OF NEEDS:

A. Required Services of Proposing CM Firms or Individuals:

- a. Project Pre-Construction & Design Phases
  - i. Perform program compliance reviews and assist City in administering the design phase of the Project;
  - ii. Engage with all project stakeholders and assist City staff in all aspects with regards to project stakeholders. Perform detailed Design compliance reviews for the project. Design reviews will be at the Schematic Design, Design Development, 65% Construction Document, GMP documents, 95% Construction Documents;
  - iii. Provide an optional 40 hour SAVE certified Value Engineering session proposal.
  - iv. Review and verify compliance for the GMP project cost estimates and track contingency / owner allowances and develop execution plans for all City and Courts staff relocations as required by owner;
  - v. Assist in identifying project milestones and potential risks to reaching those milestones;
  - vi. Review all Design/Builder cost estimates for completeness per Construction Specification Institute (CSI) sections, accuracy, and suitability to Fredericksburg market conditions; and,
  - vii. Review construction documents for constructability, completeness and suitability for bidding;
- b. Project Pre-Construction Phase
  - i. Develop, update, and monitor a construction management plan; the management plan should be a control system that addresses and tracks project schedule, milestones, risks, project quality, and budget status; the management plan for the project shall be reviewed and approved by the City Manager;
  - ii. Assist in project design review including participation in City Site Plan Review, Board of Architectural Review, Planning Commission, City Council, and any other regulatory meetings, as needed, including but not limited to Fredericksburg Architectural Review Board, Planning Commission, etc; and,
  - iii. Assist with the arrangement, content, and scheduling of bid packages.
- c. Project Trade Package Bidding and Award
  - i. Assist in identifying and contacting suitable bidders in advance of bid;
  - ii. Assist in stimulating competitive market interest and monitoring bidder activity;
  - iii. Assist in advertising and distribution of bidding documents;
  - iv. Coordinate specifications, scheduling of bid packages, procurement, delivery, and installation for any required owner-provided material or

- equipment related to a project that falls outside of the project design/builder's scope;
- v. Schedule, conduct, and document pre-bid conferences and advise the City and Design/Builder if bid addenda are required; assist in defining the scope of said addenda;
  - vi. Assist in reviewing and analyzing bids with the City and recommending awards;
  - vii. Assist with value engineering and/or cost reduction efforts;
  - viii. Update and monitor the project plan; and,
  - ix. Assist with award of owner vendor contracts and issuance of notices to proceed.

d. Project Construction Phase

- i. Review and advise upon the contractor's contract submittals:
  - 1. Construction Schedule
  - 2. Schedule of Values
  - 3. Contractor's List of Sub-Contractors
  - 4. Contractor's Personnel Chart
  - 5. Others as required
- ii. Schedule and conduct pre-construction conference with design/builder;
- iii. Schedule, conduct, and document periodic project construction meetings with design/builder and other key parties;
- iv. Prepare a list and schedule, based upon the project contract documents, of required submittals, inspections, and testing; and, maintain logs for each;
- v. Coordinate and expedite submittal reviews;
- vi. Plan for, coordinate, and ensure that all *owner-provided*, third party construction testing and/or verification, as prescribed by the project construction documents, is performed as specified and is in compliance as specified;
- vii. Verify that all *contractor-provided* construction testing and/or verification, as prescribed by the project construction documents, is performed as specified and is in compliance as specified;
- viii. When project, site, or other conditions warrant a change of project scope the CM shall (coordinating with the design professional, as required) expeditiously obtain, from the contractor, a written Proposed Change Order (PCO) for said changes. Each PCO shall be complete with all necessary supporting documents as required by the City. The CM shall expeditiously evaluate PCOs, ensuring fairness, reasonableness, and compliance with the contract documents; the CM shall consult with the project design professional, as necessary, and advise the City on a course of action;
- ix. Expeditiously transmit all submittals, requests for information (RFI), proposed change orders (PCO), changes orders (CO), test results, and clarifications to the City and all appropriate parties;
- x. Coordinate all commissioning activities on behalf of, and required of,

- the City as specified in the construction documents;
- xi. Establish and maintain a CM presence, on site, as the City's representative in keeping with the needs of the construction management plan;
  - xii. Facilitate resolution of construction or project problems;
  - xiii. Document and verify project milestones and delays (e.g. notices-to-proceed, substantial completion, final completion, adverse weather, etc.);
  - xiv. Review and preliminarily approve all pay applications as submitted by contractors; and,
  - xv. Coordinate and oversee punch-list and close-out activities of contractors.

e. Project Post-Construction Phase

- i. Prepare a complete project check-list for all final close-out documents and activities as prescribed by the project contract documents;
- ii. Ensure coordination of post-construction activities including testing and/or commissioning of all major components and systems;
- iii. Ensure specified training occurs, per contract requirements, of City staff in start-up and use of the new facility and/or equipment; document all training and participants;
- iv. Ensure completed work is in compliance with the construction documents;
- v. Where not directly the responsibility of the design professional, collect and verify all 'as-built' drawings and any other material as required by the project construction documents for close-out purposes (warranties, additional stock, etc.); and,
- vi. Assist in analysis and defense of claims filed against the City, or in development of claims to be filed on the City's behalf.

B. Other Required Tasks, Skills, and Functions of Proposing CM Firms or Individuals:

- a. While managing projects on behalf of the City of Fredericksburg, CM personnel shall be qualified to perform or provide the following:
  - i. Provide for their own transportation to and from City project sites;
  - ii. Monitor and inspect materials and equipment for compliance with the project construction contract documents;
  - iii. Monitor and inspect workmanship and installation for compliance with the project construction contract documents;
  - iv. Identify any work or safety procedure not in compliance with the project contract documents and advise the City, contractor, and design professional thereof;
  - v. Working with the contractor, schedule, observe, and document all on-site testing that is specified in the project contract documents;
  - vi. Act as the eyes and ears of the City on-site and vigilantly represent the City's interest;

- vii. Make recommendations to the City which identify, alleviate, or correct issues, risks, and errors;
- b. CM personnel, acting on behalf of the City of Fredericksburg, shall keep and maintain detailed records of projects for which they are managing and make the records available to the City upon request. Those records shall include (at the City's discretion), but not necessarily be limited to:
- i. Project status reports (daily, weekly, or monthly per the City's project manager's direction for a given project) in a format prescribed by or approved by the City;
  - ii. Logs (including digital photos) of construction/inspection activities; logs may also be required to include ongoing analysis of actual hours used, versus hours estimated on the CM's fee proposal;
  - iii. Project specific email and other written correspondence (*NOTE: Any correspondence relating to City business may be subject to Virginia Freedom of Information Act (FOIA) requests*);
  - iv. Project files to incorporate all material and equipment information;
  - v. Logs of owner-provided tests and inspections/reports;
  - vi. Approved drawings and as-built mark-ups;
  - vii. Requests for information/clarifications with responses;
  - viii. General correspondence;
  - ix. Change order requests and subsequent responses (PCOS and COs);
  - x. Existing and revised bid documents; and,
  - xi. Any other such reports as may be required by best business practices, the construction management plan for the specified project, or by the project contract documents for the specified project.
- c. CM personnel, acting on behalf of the City, shall comply with the following business communications standards of practice:
- i. Have telephone service with all hours active voice messaging capabilities;
  - ii. Have mobile phone service, with all hours active voice and text messaging capabilities;
  - iii. Have all hours active e-mail service;
  - iv. Have all hours active facsimile (fax) service;
  - v. Have the ability, skills, and software necessary to develop and/or edit, save, modify, and print CPM schedules in Microsoft Project;
  - vi. Have the ability, skills, and software necessary to open, view, save, and print industry standard CAD applications;
  - vii. Have the ability and skill to create, open, read, save, and print portable document format (pdf) files;
  - viii. Have the ability and skill to open, create, modify, save, and print, documents in MS Word and Excel formats with photographs inserted;
  - ix. Have the ability and skill to compress/decompress (zip/unzip) as needed, transmit, and receive all of the above and any other project-related correspondence electronically (via e-mail);

- x. Have proficiency in utilizing the world-wide-web (www) in conducting research; and,
- xi. Have proficiency in using common email exchange applications (e.g. MS Outlook) and File Transfer Protocol (ftp).

C. Other Desired Tasks, Skills, and Functions of Proposing CM Firms or Individuals:

- a. On select capital projects, the City may seek to obtain LEED certification as prescribed by the US Green Building Council. For such projects, the selected CM firm or individual should have knowledge and experience in managing LEED projects; and, the firm should have LEED Accredited Professional staff assisting, participating, or advising on the project.

D. Anticipated Work & Project Assignment For the Proposing CM Firm or Individual:

- a. The City of Fredericksburg contemplates that the work to be performed under this project contract to be of a 3.5 year duration.
- b. Work will be assigned on a project lump sum basis, with the hours of required service broken out accordingly and hourly rates indicated by position. For this RFP, the City reserves the right to select and negotiate a contract with one or more firms or individuals. In determining the award of project task orders between selected firms, the City may request and consider the following:
  - i. Estimated cost of proposed project task order as outlined in a fee proposal provided by the selected firm(s);
  - ii. Availability to perform by the selected firm(s); and,
  - iii. Suitability of the project task to proposed personnel offered by the selected firm(s).

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (5) copies of each proposal along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the City of Fredericksburg requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be

waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice

must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

**A. SECTION 1 – Staffing/Business Information/Availability to Perform**

- i. Business Information: Provide an explanation of your firm's: business history; size and staffing model; man-power back-up plans; geographic market coverage area, and, if regionally managed, provide a detailed configuration of how the region that would serve the City is configured and staffed.
- ii. Staffing: Provide résumés (single page per person) including the name, project experience, employment history, educational background, software proficiencies, and relevant certifications of all staff expected to be involved in projects during the term of the contract. Additionally, make mention of any known plans for staff reductions or additions.
- iii. Availability to Perform: Many of the anticipated projects under this contract will be smaller and not capable of supporting extensive travel and lodging budgets. Please provide the mileage (distance) that all key staff expected to be involved in projects during the term of the contract would travel in order to reach the center of Fredericksburg.

**B. SECTION 2 – Construction Management Experience**

- i. Experience: Provide a narrative detailing your firm's previous experience in fulfilling commercial-type or institutional-type construction management projects for municipal, corporate, or government clients; and, specifically for such projects in the Fredericksburg regional area. Include a variety of project sizes and scopes and provide specific detail of your firm's roles and responsibilities.
- ii. Knowledge of Local Construction Market: Describe your firm's

familiarity and experience with the Fredericksburg region commercial construction industry.

**C. SECTION 3 – References**

- i. Provide current contact information for four (minimum) clients for who work of a similar nature has been performed by the Offeror within the past five (5) years. Contact information must include: organization name; name of project; contact person’s name, phone number, fax number, and email address. Offerors are strongly advised to verify that the required information is accurate and that those listed as references will respond to our inquiries. Non-responsive references may be deemed a negative reference and scored as such. See Attachment B. Offeror Data Sheet.

**D. SECTION 4 – Cost**

- i. Provide a listing for your proposed cost of services including hourly rates, inclusive of all other indirect costs (burden), for:
  1. Construction Site Supervisor / Clerk of the Works function – personnel responsible for on-site inspection/monitoring, daily reporting, coordination/monitoring of testing, documentation of project progress; inspection of facility conditions; and other duties as directed by the City.
  2. Project Manager function – personnel responsible for overall project oversight including: assisting with design and bidding; management of RFI, PCO, and CO issues; estimating construction costs; verifying budget and schedule compliance; coordinating close-out and ‘as-built’ efforts; weekly/monthly reporting; conducting meetings; reporting on facility conditions; and other duties as directed by the City.
  3. Project Executive function – personnel responsible for developing construction management plans for large, complex projects; forecast budgets for complex projects; assist with value engineering and cost reduction efforts; assist with bid negotiations and contractor selection; and other duties as directed by the City.
  4. Reimbursable Expenses – provide detail as to how your firm proposes to be compensated for reimbursable expenses.

**E. SECTION 5 - Additional Information:**

- Attachment A – Signature Sheet
- Attachment B – Offeror Data Sheet
- Attachment C – Certification of No Collusion
- Attachment D – Proprietary/Confidential Information Identification
- Attachment E – Contractor Certification of Compliance with Virginia Code Section 22.1-296.1
- Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

V. EVALUATION AND AWARD CRITERIA: This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

A. EVALUATION CRITERIA: Proposals shall be evaluated by the City of Fredericksburg using the following criteria:

1. Staffing/Business Information/Availability to Perform (25%): This should be addressed in *Section 1* portion of the proposal.
2. Construction Management Experience (25%): This should be addressed in *Section 2* portion of the proposal.
3. Experience of References (15%): As checked by the City, this should be addressed in *Section 3* portion of the proposal.
4. Cost (25%): This should be addressed in *Section 4* portion of the proposal.
5. Overall Strength of Proposal (10%): Responsiveness to the proposal requirements, attention to detail, and presentation of the proposal. This is a component of the overall proposal.

B. AWARD TO SINGLE OFFEROR: Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City reserves the right to make multiple awards as a result of this solicitation. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS: OMITTED.

VII. PREPROPOSAL CONFERENCE: A preproposal conference is not scheduled.

VIII. GENERAL TERMS AND CONDITIONS:

A. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of notice at the City’s home page, under the

“Procurement” heading. The web address for the posting is here:  
[www.fredericksburgva.gov/Departments/FiscalAffairs/index.aspx?id=1407](http://www.fredericksburgva.gov/Departments/FiscalAffairs/index.aspx?id=1407)

B. ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2.4343.1E*).

1. Every contract over \$10,000 shall include the provisions:

1. “During the performance of this contract, the contractor agrees as follows:

1. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

C. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to

discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Fredericksburg does not discriminate against faith-based organizations.
- E. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Fredericksburg all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Fredericksburg under said contract.
- F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- H. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. PROPOSAL ACCEPTANCE: Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.
- J. PROPOSAL ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.

K. CANCELLATION OF CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than ten percent (10%) of the amount of the contract without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to

agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

M. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the City Manager and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the City Manager no fewer than seven (7) work days prior to the proposal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to the management of the project, will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the City's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs,

and the Contractor shall not condition its performance or delivery upon any such agreement by the City.

- P. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).
- Q. EXCLUSIVE CONTRACTING: This procurement is being conducted on behalf of only the City of Fredericksburg and no other public bodies, in accordance with 2.2-4304 (A) of the *Code of Virginia*. Any resultant contract may be not be extended to any other Public Body, City, Town, County, University, Authority, etc.
- R. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- S. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- T. DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.
- U. DRUG-FREE WORKPLACE CLAUSE: During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- V. ETHICS IN PUBLIC CONTRACTING: Per *Code of Virginia, 2.2-4367*: By submitting a proposal, the offeror certifies that their proposal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- W. HEADINGS: Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- X. IDENTIFICATION OF PROPOSAL ENVELOPE: Bids must be submitted in a sealed envelope with the outside marked in the lower left hand corner as follows:  
RFP#: CONST MGMT SVCS/11-48  
FOR: CONSTRUCTION MANAGEMENT SERVICES – PROJECT CONTRACT
- Y. CITY POLICY COMPLIANCE REQUIREMENT: Contractors are required to comply with all the City of Fredericksburg’s Policies. These policies are available at [www.Fredericksburgva.gov/purchasing](http://www.Fredericksburgva.gov/purchasing) under the Vendor Registration link.
- Z. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Fredericksburg, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- AA. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Fredericksburg is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- BB. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless

from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of , and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

CC. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

- 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 2) Employer's Liability - \$100,000.
- 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Fredericksburg must be named as an additional insured and so endorsed on the policy.
- 4) Professional Liability - \$1,000,000
- 5) Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Professional Liability Insurance. At its sole expense, and prior to commencing any activities under this Agreement, Contractor shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Contractor, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 ("Required Insurance"). Contractor shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three and a half (3.5) years following final acceptance of the Project by the City. Upon execution of this Agreement Contractor shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Contractor's

insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Contractor shall immediately (within one business day) notify the City. Contractor's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Contractor and without penalty to the City.

\*Additional Insured:

The City of Fredericksburg, its officers, employees and agents will be named as Additional Insured.

Each insurance policy shall be endorsed to include the Required Endorsements specified herein below. Contractor may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Contractor's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Contractor and without penalty to the City.

DD. OSHA STANDARDS: All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

EE. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

FF. PAYMENT:

1) To Prime Contractor:

- a. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- b. The City will require appropriate tax identification numbers be provided by the contractor prior to receiving any payment from the City.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2) To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's

receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

GG. PAYMENT TERMS: Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.

HH. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Fredericksburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

II. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

JJ. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the City decides not to accept any of the proposals and to reopen the contract. Otherwise,

proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

**KK. QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**LL. RIGHT TO ACCEPT OR REJECT OFFERORS:** The City reserves the right to accept or reject any or all proposals in whole or in part.

**MM. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the City of Fredericksburg to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Fredericksburg encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offeror are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.**

**NN. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**OO. TAXES:** Include only taxes applicable to the project in this proposal. The

City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Fredericksburg upon request.

- PP. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- QQ. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- RR. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offerer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- SS. The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.
- IX. SPECIAL TERMS AND CONDITIONS: The following special terms and conditions must be included in all RFPs or as indicated:
- A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- B. RENEWAL OF CONTRACT: Contract shall be for one year beginning date of award with the option to renew for up to five (5) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.
- C. CANCELLATION OF CONTRACT: The contract can be terminated for cause, upon fourteen (14) days notice to the contractor, or for the convenience of the City upon (30) thirty days' written notice to the Contractor.
- D. DISTRIBUTION OF WORK: Work performed under this Contract by the Contractor(s) shall be on a on a job basis as set form herein. City reserves the right to determine and allocate the work to contracted CM firm on the basis of: the firm's availability and ability to perform the specified work, price, and personnel that would be assigned to a given project. The City requires a 'not-to-exceed' fee estimate, verification of the contractor's ability to meet the City's production schedule, and resumes of CM personnel promised for the project in determining the award of CM services for a project.
- E. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE SECTION 22.1-296.1:
- a. Contractor acknowledges that the implementation of the above-referenced contract for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Fredericksburg Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Fredericksburg and to the Fredericksburg City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
  - b. Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Fredericksburg of any event that renders this certification untrue.

X. METHOD OF PAYMENT: Method of payment is to be determined on a job basis.

**XI. PRICING SCHEDULE Proposal Form**

*Project 1 – New Court Building & Interim J&DR Court*

***Phase 1 - December 2011 thru December 2012 Design Phase and GMP delivery***

Refer to project milestone schedule

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<b>Personnel assigned</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>
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**Expenses/reimbursables**

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***Phase 1 total***

***Duration of services 12 Months***

average cost per month

***Phase 2 - December 2012 thru May 2014 Oversight and program management***

Refer to project milestone schedule

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<b>Personnel assigned</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>
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**Expenses/reimbursables**

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***Phase 2 total***

***Duration of services 16 Months***

average cost per month

**Project 2 – Renovate General District Court  
December 2012 thru April 2015 Oversight and program management**  
Refer to project milestone schedule

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<b>Personnel assigned</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>
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**Expenses/reimbursables**

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**Phase 3 total**

**Duration of services 13 Months**

average cost per month

**Total Fee for all 3 phases of the Courts Facilities**

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**Alternate fee for Value Engineering** \_\_\_\_\_

- XI. **ATTACHMENTS:** List any attachments including their purpose.
- Attachment A – Signature Sheet
  - Attachment B – Offeror Data Sheet
  - Attachment C – Certification of No Collusion
  - Attachment D – Proprietary/Confidential Information Identification
  - Attachment E – Contractor Certification of Compliance with Code 22.1-296.1

**ATTACHMENT A**

**SIGNATURE SHEET**

**RFP# CONST MGMT SVCS/11-48**

**Title: CONSTRUCTION MANAGEMENT SERVICES – PROJECT CONTRACT**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

\_\_\_\_\_ Date:

\_\_\_\_\_  
\_\_\_\_\_ By:

\_\_\_\_\_  
\_\_\_\_\_ (Signature In Ink)

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Name:

\_\_\_\_\_  
Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ (Please Print)

Fax Number: (\_\_\_\_\_) \_\_\_\_\_ Title:

\_\_\_\_\_  
FEI/FIN NO. \_\_\_\_\_ E-mail \_\_\_\_\_ Address: \_\_\_\_\_

State Corporation Commission ID Number:

\_\_\_\_\_

**ATTACHMENT B**

**OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company,  
Corporation, or Partnership

Social Security Number: \_\_\_\_\_ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone:(\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone:(\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone:(\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT C**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§18.2-498.1 et seq.)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA  
CITY OF FREDERICKSBURG, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

CODE OF VIRGINIA

§18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**ATTACHMENT D**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

Name of Firm/Offeror: \_\_\_\_\_

RFP#: CONST MGMT SVCS/11-48

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. **The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.** In addition, please make every effort to segregate, in easily removable sections, any proprietary information. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

<b>SECTION/TITLE</b>	<b>PAGE NUMBER (S)</b>	<b>REASON(S) FOR WITHHOLDING FROM DISCLOSURE</b>

**ATTACHMENT E**

**CONTRACTOR CERTIFICATION OF COMPLIANCE  
WITH VIRGINIA CODE SECTION 22.1-296.1**

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Contractor: \_\_\_\_\_

Contract / Bid / RFP No.: CONST MGMT SVCS/11-48

Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Fredericksburg Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Fredericksburg and to the Fredericksburg City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Fredericksburg of any event that renders this certification untrue.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title of Person Making Certification

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date